

EXHIBIT C



http://www.amazon.com/gp/help/customer/display.html?nodeId=200399690

Go

79 captures

10 Oct 09 - 11 Jul 11

NOV JAN MAY

19

2009 2010 2011

[Close](#)
[Help](#)

Hello, [Sign in](#) to get personalized recommendations. New customer? [Start here.](#)

[Your Amazon.com](#) | [Today's Deals](#) | [Gifts & Wish Lists](#) | [Gift Cards](#)

[Newest Kindle DX Now Shipping](#)

[Your Account](#) | [Help](#)

Shop All Departments

Search All Departments

Cart

Wish List

[Help](#) > [Digital Products](#) > [Kindle](#) > [Amazon Kindle Terms, Warranties, & Notices](#) > Kindle (Global Wireless) License Agreement and Terms of Use

Topics

Digital Products

- [Kindle](#)
- [Amazon Video On Demand](#)
- [Amazon MP3 Music Downloads](#)
- [Games & Software Downloads](#)
- [Online Game/Map Codes](#)
- [Amazon Shorts](#)
- [eDocs](#)
- [Promotional Videos](#)
- [Amazon Upgrade](#)
- [Mobipocket](#)

[Shipping & Delivery](#)
[Tracking Packages](#)
[U.S. Shipping Rates and Times](#)
[International Shipping](#)
[Amazon Prime](#)
[FREE Super Saver Shipping](#)
[Christmas Ordering Deadlines](#)
[Packaging Feedback](#)
[More...](#)
[Returns and Refunds](#)
[Return Policy](#)
[Gift Returns](#)
[Exchanging a Broken or Incorrect Item](#)
[Packing and Sending Your Return](#)
[Returns to Amazon Merchants](#)
[More...](#)
[Using Your Account](#)
[Reviewing & Changing Your Orders](#)
[Problem with an Order?](#)
[Changing Address or Payment for an Order](#)
[Canceling Orders](#)
[Combining Orders](#)
[More...](#)
[Digital Products](#)
[Amazon Kindle](#)
[Wireless Reading Device](#)
[Amazon Video On Demand](#)
[Amazon MP3 Music Downloads](#)
[Games & Software Downloads](#)
[More...](#)
[Privacy, Security & Accessibility](#)
[A-to-Z Guarantee Protection](#)
[Identifying Phishing E-Mails](#)
[Safety & Security Tips](#)
[Credit Card Security](#)
[Privacy Notice](#)
[More...](#)
[Ordering from Amazon.com](#)
[New Customers](#)
[Mobile Shopping](#)
[Amazon Merchants](#)
[1-Click Ordering](#)
[Product Recalls](#)
[More...](#)
[Payment, Pricing & Promotions](#)
[Payment Methods We Accept](#)

Search Help

Kindle (Global Wireless) License Agreement and Terms of Use

Last updated: October 6, 2009

THIS IS AN AGREEMENT BETWEEN YOU AND AMAZON DIGITAL SERVICES, INC. (WITH ITS AFFILIATES, "AMAZON" OR "WE"). PLEASE READ THIS LICENSE AGREEMENT AND TERMS OF USE, AND ALL RULES AND POLICIES FOR THE KINDLE DEVICE AND SERVICES RELATED TO THE DEVICE (INCLUDING, BUT NOT LIMITED TO, ANY RULES OR USAGE PROVISIONS SPECIFIED ON THE AMAZON.COM WEBSITE OR THE KINDLE STORE, AND THE AMAZON.COM PRIVACY NOTICE LOCATED AT [WWW.AMAZON.COM/PRIVACY](#)) (COLLECTIVELY, THIS "AGREEMENT") BEFORE USING THE KINDLE DEVICE. BY USING THE KINDLE DEVICE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, YOU MAY RETURN THE KINDLE DEVICE AND ASSOCIATED SOFTWARE (WITH ALL ORIGINAL PACKAGING, MANUALS, AND ACCESSORIES) WITHIN THIRTY (30) DAYS OF PURCHASE FOR A REFUND OF ITS PURCHASE PRICE IN ACCORDANCE WITH THE [KINDLE RETURN POLICY](#).

Versions of the License Agreement and Terms of Use in other languages.

- [The Device and Related Services](#)
- [Wireless Connectivity](#)
- [Digital Content](#)
- [Software](#)
- [General](#)

Self-Service

Most Popular

- [Track or Manage Purchases](#)
- [Manage Payment Options](#)
- [Return Items](#)
- [Change Name, E-mail, or Password](#)
- [Manage Address Book](#)

Other Self-Service
[Account Profile](#)

- [Change Name, E-mail, or Password](#)
- [Manage Prime Membership](#)
- [Update E-mail Communication Preferences](#)
- [Amazon Alerts E-mails](#)
- [Special Occasion Reminders](#)

[Billing & Addresses](#)

- [Manage Payment Options](#)
- [Manage Address Book](#)

[Ordering Settings](#)

- [Update 1-Click Settings](#)
- [Subscribe & Save Settings](#)

[Lists](#)

- [Shopping List](#)
- [Wish List](#)
- [Baby Registry](#)
- [Wedding Registry](#)

[Your Content](#)

- [Your Media Library](#)
- [Your Browsing History](#)
- [Recommended for You](#)
- [Improve Your Recommendations](#)

Get Express customer service or contact us by e-mail or phone.
[Contact Us](#)

Digital Downloads Help





1. The Device and Related Services

The Kindle Device (the "Device") is a portable electronic reading device that utilizes wireless connectivity to enable users to shop for, download, browse, and read books, newspapers, magazines, blogs, and other materials, all subject to the terms and conditions of this Agreement. The "Service" means the wireless connectivity, provision of digital content, software and support, and other services and support that Amazon provides Device users.

2. Wireless Connectivity

General. Amazon provides wireless connectivity free of charge to you for certain content shopping and downloading services on your Device. You may be charged a fee for wireless connectivity for your use of other wireless services on your Device, such as Web browsing and downloading of personal files, should you elect to use those services. We will maintain a list of current fees for such services in the Kindle Store. Amazon reserves the right to discontinue wireless connectivity at any time or to otherwise change the terms for wireless connectivity at any time, including, but not limited to (a) limiting the number and size of data files that may be transferred using wireless connectivity

[Gift Cards](#)
[Rebates](#)
[Promotional Offers](#)
[More...](#)
[Gifts, Gift Cards & Gift Registries](#)
[Sending Gifts](#)
[Wish Lists](#)
[Baby Registry](#)
[Gift Cards](#)
[More...](#)
[Amazon.com Site Features](#)
[Your Content](#)
[Advanced Shopping Features](#)
[Your Media Library](#)
[RSS Feeds](#)
[More...](#)
[Selling at Amazon.com](#)
[Introduction to Selling](#)
[Quick Start Guide](#)
[Seller Account and Settings](#)
[Policies and Agreements](#)
[More...](#)
[Publisher & Vendor Guides](#)
[List and Sell Books](#)
[List and Sell DVDs](#)
[On-Demand Publishing](#)
[More...](#)
[Business Opportunities](#)
[Advantage](#)
[Amazon Payments](#)
[Associates](#)
[Web Services](#)
[Mechanical Turk](#)
[WebStore by Amazon](#)
[More...](#)

and (b) changing the amount and terms applicable for wireless connectivity charges.

Coverage and Service Interruptions. You acknowledge that if your Device is located in any area without applicable wireless connectivity, you may not be able to use some or all elements of the wireless services. We are not responsible for the unavailability of wireless service or any interruptions of wireless connectivity.

Your Conduct. You agree you will use the wireless connectivity provided by Amazon only in connection with Services Amazon provides for the Device. You may not use the wireless connectivity for any other purpose.

3. Digital Content

The Kindle Store. The Kindle Store enables you to download, display and use on your Device a variety of digitized electronic content, such as books, subscriptions to magazines, newspapers, journals and other periodicals, blogs, RSS feeds, and other digital content, as determined by Amazon from time to time (individually and collectively, "Digital Content").

Use of Digital Content. Upon your payment of the applicable fees set by Amazon, Amazon grants you the non-exclusive right to keep a permanent copy of the applicable Digital Content and to view, use, and display such Digital Content an unlimited number of times, solely on the Device or as authorized by Amazon as part of the Service and solely for your personal, non-commercial use. Digital Content will be deemed licensed to you by Amazon under this Agreement unless otherwise expressly provided by Amazon.

Restrictions. Unless specifically indicated otherwise, you may not sell, rent, lease, distribute, broadcast, sublicense or otherwise assign any rights to the Digital Content or any portion of it to any third party, and you may not remove any proprietary notices or labels on the Digital Content. In addition, you may not, and you will not encourage, assist or authorize any other person to, bypass, modify, defeat or circumvent security features that protect the Digital Content.

Subscriptions. The following applies with respect to Digital Content made available to you on a subscription basis, including, but not limited to, electronic newspapers, magazines, journals and other periodicals (collectively, "Periodicals"): (i) you may request cancellation of your subscription by following the cancellation instructions in the Kindle Store; (ii) we may terminate a subscription at our discretion without notice, for example, if a Periodical is no longer available; (iii) if we terminate a subscription in advance of the end of its term, we will give you a prorated refund; (iv) we reserve the right to change subscription terms and fees from time to time, effective as of the beginning of the next term; and (v) taxes may apply to subscription fees and will be added if applicable.

4. Software

Definitions. The following terms apply to the Device and to (a) all software (and the media on which such software is distributed) of Amazon or third parties that is pre-installed on the Device at time of purchase or that Amazon provides as updates/upgrades to the pre-installed software (collectively, the "Device Software"), unless you agree to other terms as part of an update/upgrade process; and (b) any printed, on-line or other electronic documentation for such software (the "Documentation"). As used in this Agreement, "Software" means, collectively, the Device Software and Documentation.

Use of the Device Software. You may use the Device Software only on the Device. You may not separate any individual component of the Device Software for use on another device or computer, may not transfer it for use on another device or use it, or any portion of it, over a network and may not sell, rent, lease, lend, distribute or sublicense or otherwise assign any rights to the Software in whole or in part.

No Reverse Engineering, Decompilation, Disassembly or Circumvention. You may not, and you will not encourage, assist or authorize any other person to, modify, reverse engineer, decompile or disassemble the Device or the Software, whether in whole or in part, create any derivative works from or of the Software, or bypass, modify, defeat or tamper with or circumvent any of the functions or

Did This Info Help?

[Yes, I found the information I needed](#)
[No, I wasn't able to find the information I needed](#)

protections of the Device or Software or any mechanisms operatively linked to the Software, including, but not limited to, augmenting or substituting any digital rights management functionality of the Device or Software.

Automatic Updates. In order to keep your Software up-to-date, Amazon may automatically provide your Device with updates/upgrades to the Software.

Export Regulations. You agree to comply with all export and re-export restrictions and regulations of the Department of Commerce and other United States agencies and authorities, and not to transfer, or encourage, assist or authorize the transfer of the Software to a prohibited country or otherwise in violation of any such restrictions or regulations.

Government End Users. The Software is a "Commercial item" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with these provisions, the Software is being licensed to U.S. Government end users (a) only as a Commercial item and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions of this Agreement.

5. General

No Illegal Use and Reservation of Rights. You may not use the Device, the Service or the Digital Content for any illegal purpose. You acknowledge that the sale of the Device to you does not transfer to you title to or ownership of any intellectual property rights of Amazon or its suppliers. All of the Software is licensed, not sold, and such license is non-exclusive.

Information Received. The Device Software will provide Amazon with data about your Device and its interaction with the Service (such as available memory, up-time, log files and signal strength) and information related to the content on your Device and your use of it (such as automatic bookmarking of the last page read and content deletions from the Device). Annotations, bookmarks, notes, highlights, or similar markings you make in your Device and other information you provide may be stored on servers in the United States. Information we receive is subject to the Amazon.com Privacy Notice.

Patents. The Device and/or methods used in association with the Device may be covered by one or more patents or pending patent applications.

Changes to Service. Amazon reserves the right to modify, suspend, or discontinue the Service at any time, and Amazon will not be liable to you should it exercise such right.

Termination. Your rights under this Agreement will automatically terminate without notice from Amazon if you fail to comply with any term of this Agreement. In case of such termination, you must cease all use of the Software and Amazon may immediately revoke your access to the Service or to Digital Content without notice to you and without refund of any fees. Amazon's failure to insist upon or enforce your strict compliance with this Agreement will not constitute a waiver of any of its rights.

Disclaimer of Warranties. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICE, DEVICE, DIGITAL CONTENT AND SOFTWARE IS AT YOUR SOLE RISK. EXCEPT FOR THE ONE-YEAR LIMITED WARRANTY, THE SERVICE, DEVICE, DIGITAL CONTENT AND SOFTWARE ARE PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND AND AMAZON AND ITS SUPPLIERS AND LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY AMAZON OR AN AUTHORIZED REPRESENTATIVE OF AMAZON SHALL CREATE A WARRANTY. THE LAWS OF CERTAIN JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, NEITHER AMAZON NOR ITS SUPPLIERS OR LICENSORS SHALL BE LIABLE TO YOU FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY RELATED TO THE SERVICE, DEVICE, DIGITAL CONTENT OR SOFTWARE, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES ARISING OUT OF LOSS OF PROFITS, REVENUE, DATA OR USE OF THE DEVICE OR SOFTWARE OR ANY ASSOCIATED PRODUCT, EVEN IF AMAZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, AMAZON'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID FOR THE DEVICE. THE LAWS OF CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

Washington Law Applies. The laws of the state of Washington, without regard to principles of conflict of laws, will govern this Agreement and any dispute of any sort that might arise between you and Amazon.

Disputes. ANY DISPUTE ARISING OUT OF OR RELATING IN ANYWAY TO THIS AGREEMENT SHALL BE SUBMITTED TO CONFIDENTIAL ARBITRATION IN SEATTLE, WASHINGTON, EXCEPT THAT, TO THE EXTENT YOU HAVE IN ANY MANNER VIOLATED OR THREATENED TO VIOLATE AMAZON'S INTELLECTUAL PROPERTY RIGHTS, AMAZON MAY SEEK INJUNCTIVE OR OTHER APPROPRIATE RELIEF IN ANY STATE OR FEDERAL COURT IN THE STATE OF WASHINGTON, AND YOU CONSENT TO EXCLUSIVE JURISDICTION AND VENUE IN SUCH COURTS. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

Severability. If any term or condition of this Agreement shall be deemed invalid, void, or for any reason unenforceable, that part shall be deemed severable and shall not affect the validity and enforceability of any remaining term or condition.

Amendment. Amazon reserves the right to amend any of the terms of this Agreement at its sole discretion by posting the revised terms on the Kindle Store or the Amazon.com website. Your continued use of the Device and Software after the effective date of any such amendment shall be deemed your agreement to be bound by such amendment.

Contact Information. For communications concerning this Agreement, you may contact Amazon by writing to Amazon.com, Attn: Legal Department, 1200 12th Avenue South, Suite 1200, Seattle, WA, 98144-2734.

© 2009 Amazon Technologies, Inc. or its affiliates. All rights reserved. Amazon, the Amazon.com logo, Kindle, the AmazonKindle logo, Whispersnet and Whispersync are trademarks of Amazon Technologies, Inc. or its affiliates. Java and all Java based trademarks and logos are trademarks or registered trademarks of Sun Microsystems, Inc. in the U.S. and other countries. MPEG Layer-3 audio decoding technology licensed from Fraunhofer IIS and Thomson.

Get to Know Us

[Careers](#)
[Investor Relations](#)
[Press Releases](#)
[Amazon and Our Planet](#)

Make Money with Us

[Sell on Amazon](#)
[Join Associates](#)
[Self-publish with Us](#)
[See all](#)

Let Us Help You

[Shipping Rates & Policies](#)
[Amazon Prime](#)
[Returns](#)
[Help](#)



[Canada](#) | [China](#) | [France](#) | [Germany](#) | [Japan](#) | [United Kingdom](#)

And don't forget: [Amazon Windowshop](#) | [AmazonWireless](#) | [Askville](#) | [Audible](#) | [DPReview](#) | [Endless](#) | [IMDb](#) | [Shopbop](#) | [SoundUnwound](#) | [Warehouse Deals by Amazon](#) | [Zappos](#)

[Conditions of Use](#) | [Privacy Notice](#) © 1996-2010, Amazon.com, Inc. or its affiliates